

\$ 700⁰⁰

No. _____

19 _____

Name

On or before the 15th day of November 19 20, for value received, I promise to pay to H. H. H. H. H. H. (hereinafter referred to as the vendor)

P.O.

or order, at THE CANADIAN BANK OF COMMERCE, Seven hundred⁰⁰, the sum of 700⁰⁰ Dollars, with interest at the rate of 8 per centum per annum until due, and at the rate of 8 per centum per annum after due until paid.

Sec.

The vendor has sold to me the goods mentioned below and I have purchased the same for the price of \$700⁰⁰ Dollars of which the amount for which this is given is * whole on the terms that the title, ownership, right to possession of and property in the goods for which this instrument is given shall be and remain at my own risk in the vendor until this instrument and all other instruments and notes (if any) given on account of said purchase price or any renewal or renewals thereof with interest at said rate, or any other moneys becoming due hereunder or any judgment recovered in respect of any such instrument or note or in respect hereof is fully paid.

Tp.

I FURTHER AGREE to furnish security satisfactory to the vendor at any time if required, and if I fail to furnish such security when demanded, or if default in payment is made in this or any other instrument or note in favour of the vendor, or should I sell or dispose of or mortgage or attempt to sell, dispose of or mortgage the undermentioned land which I own, or if for any reason the vendor considers this instrument or any such note or any renewal or renewals thereof insecure, then in any of such events and as often as the same shall occur the vendor shall have full power and authority to declare this instrument and all other instruments and notes made by me in favour of the vendor due and payable at any time and to enter suit therefor and to cause the same to be tried and finally disposed of in any court having jurisdiction whether or not at a place other than where I reside or where this contract is made, and also to take possession of the said goods and hold the same until this instrument or any such note or any renewal or renewals thereof is paid with interest, and to sell the same at public auction or privately and after deducting all expenses connected with such taking possession and sale to apply the net proceeds thereof upon the amount then due and owing in respect of such purchase price and interest. Taking possession of and selling the said goods shall not be a release of my liability for the balance of said price, interest and expenses as aforesaid, which balance I agree to pay. Should this instrument or any such note or any renewal or renewals thereof not be paid when due I agree to pay all reasonable costs of collection of same including court and bailiff fees and solicitor's charges and disbursements. For the purpose of taking possession of and recovering the said goods the vendor or the assignee of the vendor or the agent or agents of any such person may enter into or upon any building, enclosure or lands using such force as may be necessary for such purpose. The destruction or damage of the said goods or any of them by fire or by any other means whatsoever shall not release me from my liability for payment; and I agree that if the vendor requires me so to do I will insure and keep insured the said goods in favour of the vendor for an amount sufficient at all times to secure the interest of the vendor therein, and if I fail so to do the vendor may effect such insurance, and any premiums paid by the vendor for such insurance will be forthwith paid by me, and if not so paid may be added with interest to the amount payable on this instrument.

Owner o.

I HEREBY AGREE to the above terms, all agreements and conditions being stated herein, and I acknowledge receipt of a true copy hereof. I reside at S.S. and I elect _____ as my domicile for the purpose of carrying out this contract

Acres

The land above referred to and which I own is 2 1/4 Sec. 18 Tp. 72 Rg. 7

Renter of

The said goods referred to above are as follows: †

Acres

10 Head Cows as following 9 Branded } 089 right rib 111 left rib
1 do. } 7V left - do.
30

Witness

Witness :

John Blanchard
Fred Blanchard PURCHASER

* Enter the words "the whole" or "a part" as the case may be.
† Be careful to give full and precise description of goods and their location in the space provided for the purpose.

35

In consideration of the vendor having agreed to sell the goods mentioned within to the purchaser on the terms mentioned within, the undersigned guarantors hereby jointly and severally guarantee payment of the within mentioned sum, with interest, within the time and on the terms set out in the within instrument to the payee or his assigns, and agree that the payee or his assigns may grant extensions, take and give up securities, accept compositions, grant releases and discharges, and otherwise deal with the purchaser named within and with the goods named within as such payee or his assigns may see fit; and that the payee or his assigns shall not be bound to exhaust his or their recourse against the purchaser or other parties, or against the said goods before being entitled to payment from the undersigned guarantors of the amount hereby guaranteed. Provided that the payee or his assigns shall not be required to deliver the said goods, or any part thereof, to the guarantors in the event of their paying the said sum of money, or any part thereof; and the payee or his assigns shall be entitled to assign the said moneys, or any part thereof, without notice to the undersigned guarantors.

GUARANTORS



J. H. Measland
Grande Prairie
Alberta

in the Province of _____ make oath and say:

- 1.—That I am the seller or bailor of the goods mentioned in the within Agreement, subject to the terms of the said Agreement;
- 2.—The within copy of Note and Agreement is a true copy of the agreement, and truly sets forth the agreement entered into by the parties thereto;
- 3.—The said agreement was entered into *bona fide* and not for the purpose of protecting the goods mentioned therein against the creditors of *John Blanchard* the buyer or bailee.

Sworn before me at

553 GRANDE PRAIRIE, ALTA.

in the Province of _____

this *27* day of *Nov* 19*19*

J. H. Measland

[Signature]
A Notary Public for the Province of _____

270066

822 GRANDE PRAIRIE ALTA 18 NOV 1919

I do hereby certify that the within copy of Note and Agreement is a true copy of the agreement entered into by the parties thereto.

ALBERTA